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FORM OF AGREEMENT DGS 1-C

THE PENNSYLVANIA STATE UNIVERSITY

OWNER AND CONTRACTOR

CONTRACT

THIS AGREEMENT made this _____ day of _____

in the year Two Thousand Nine (2009) _____ by and between

hereinafter called the Contractor and THE PENNSYLVANIA STATE UNIVERSITY, a corporation created and existing under the laws of the Commonwealth of Pennsylvania, hereinafter called the Owner for the following project:

In consideration of the promises set forth herein, and with intent to be legally bound, the parties agree as follows:

ARTICLE 1: THE WORK AND THE DOCUMENTS FORMING THE CONTRACT

The Work forming the subject of this _____

Construction Contract is shown on Drawings titled:

The Contractor agrees to begin the Work contemplated by this Contract within Ten (10) days after notice from the Owner to proceed and to substantially complete the same, ready for the Owner's occupancy and use, within _____ calendar days after said Notice. Contractor agrees to complete all punch list items within _____ calendar days of substantial completion. Contractor agrees that time is of the essence of this Contract and if he shall fail to complete the Work within the time above specified, or such extension or extensions thereof as shall be granted, the Contractor shall pay Owner, as liquidated damages and not as a penalty for such failure, the sum of _____ Dollars (\$ _____) per day for each and every calendar day thereafter until such Work shall be substantially completed and ready for the Owner's occupancy and use. Provided, nevertheless, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or Professional, or of any employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Professional determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Professional may determine with the Owner's approval.

ARTICLE 4: OWNER'S REPRESENTATION

The Owner shall appoint a representative, who shall act for the Owner in the execution of this Contract.

ARTICLE 5: CONTRACT SUM

In consideration of the completion by the Contractor of the Work contemplated in this Contract in strict accordance therewith, the Owner agrees to pay to the Contractor the sum of

Dollars (\$ _____), which sum is not to be increased or diminished except as provided in Article 9 of the General Conditions relative to Changes in the Work.

ARTICLE 6: METHODS OF PAYMENTS

The Contractor shall each month submit to the Owner a statement in detail showing the amount of Work performed in the preceding calendar month, according to Article 11 of the General Conditions. Payments shall be made on valuation of Work done based on an approved Schedule of Values to be submitted by the Contractor to the Owner through the Professional of the quantities aggregating the total of the Contract, prior to the first application for payment. The Schedule of Values shall, when approved by the Professional, be used as a basis for determining the percentage of the Contract sum comprising each Certificate of Payment.

Payments shall be made on the basis of 94% of the approved monthly schedule of Work performed as hereinbefore determined.

Thirty (30) days after this Contract shall have been fully performed, the Professional shall issue a certificate for any balance due subject to the provisions of Article 11 of the General Conditions.

ARTICLE 7: LIENS/PERFORMANCE BOND

Notwithstanding and in addition to the provisions relative to liens set forth in Paragraph 11.8 of the General Conditions of the Contract, the parties hereto have executed a Waiver of Liens / Stipulation Against Liens Agreement, and Contractor has purchased a payment bond which shall serve as a guarantee of payment for the work, services, labor, materials and/or equipment provided by any and all subcontractors. Contractor hereby specifically waives all lien rights of subcontractors, as that term is defined under the Pennsylvania Mechanics' Lien Law of 1963. Contractor hereby covenants, promises and agrees that no mechanics' or

The Contractor agrees to begin the Work contemplated by this Contract within Ten (10) days after notice from the Owner to proceed and to substantially complete the same, ready for the Owner's occupancy and use, on or before _____. Contractor agrees to complete all punch list items by _____. Contractor agrees that time is of the essence of this Contract and if he shall fail to complete the Work within the time above specified, or such extension or extensions thereof as shall be granted, the Contractor shall pay Owner, as liquidated damages and not as a penalty for such failure, the sum of _____ 00/100 Dollars (\$ _____) per day for each and every calendar day thereafter until such Work shall be substantially completed and ready for the Owner's occupancy and use. Provided, nevertheless, if the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or Professional, or of any employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Professional determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Professional may determine with the Owner's approval.

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materialsman's lien or claim, or any other lien or claim, will be filed or maintained on the Property, or any grounds or curtilages appurtenant thereto, or any other structure or property owned by the Owner, either by Contractor or any subcontractor, for or on account of any work, labor or materials supplied by any subcontractor in the performance of the Contract, or under any supplemental contract for extra work, in the erection, construction or completion of the improvements to the Property.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 APPLICABLE LAW

The interpretation and construction of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. In the event litigation arises out of this contract, the parties agree to submit any claim to the competent courts of Centre County, Pennsylvania.

8.2 SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the successors and assigns of the parties hereto.

8.3 ASSIGNMENT

Neither the Owner nor the Contractor shall assign, sublet or in any manner transfer any right, duty, or obligation under this Agreement without prior written consent of the other party.

8.4 PROVISIONS REQUIRED BY PENNSYLVANIA LAW OR FEDERAL LAW

8.4.1 Provisions Deemed Inserted Each and every provision required to be inserted in Contractor Agreements by the law of Pennsylvania, or the lawful regulations of any agency of the Commonwealth, and, if the Project involves the use of federal funds, by any law of the United States of America or the lawful regulations of any agency thereof applicable to this Agreement, are included in the Agreement by reference, and this Agreement shall be read, interpreted, and enforced as if such provisions were set forth therein in full.

8.4.2 Nondiscrimination So long as this Agreement is in effect, the Contractor agrees to the terms of the Nondiscrimination Clause attached hereto as Exhibit "A."

8.4.3 Contractor Integrity Provisions and Disclosure of Financial Interest So long as this Agreement is in effect, the Contractor agrees to the Contractor Integrity Provisions attached hereto as Exhibit "B."

8.4.4 Contractor Responsibility Provision Included in and made a part of this Agreement is Exhibit "C," Contractor Responsibility Provision.

8.4.5 Tax Liability Provisions Included in and made part of this Agreement is Exhibit "D," Tax Liability Provisions.

8.4.6 Trade Practice Act Included in and made part of this Agreement is Exhibit "E," Trade Practices Act Contract Clause.

8.4.7 Steel Product Procurement Act Included in and made part of this Agreement is Exhibit "F," Steel Products Procurement Act Contract Clause.

8.4.8 Public Works Contractor's Bond Law Included in and made part of this Agreement is Exhibit "G," Public Works Contractor's Bond Law of 1967 Contract Clause.

8.4.9 Pennsylvania Prevailing Wage Act Included in and made part of this Agreement is Exhibit "H," Pennsylvania Prevailing Wage Act Contract Clause.

8.4.10 Minority Business and Women Business Enterprise Participation Included in and made part of this Agreement is Exhibit "I," Minority Business and Women Business Enterprise Participation.

8.5 RELEASE OF INFORMATION

The Contractor understands and agrees that the Owner may release to taxing authorities any and all information relating to the Work.

THIS AGREEMENT entered into as of the day and year written above.

THE PENNSYLVANIA STATE UNIVERSITY
OWNER

Title

ATTEST, Secretary

(Insert Contractor Name)
CONTRACTOR

Title

ATTEST, Secretary